



PUBLIC SCHOOLS OF NORTH CAROLINA

STATE BOARD OF EDUCATION William W. Cobey Jr., Chairman

DEPARTMENT OF PUBLIC INSTRUCTION June St. Clair Atkinson, Ed.D., State Superintendent

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October 7, 2015

Mr. Brad Baumgartner
Questar Assessment, Inc.
5550 Upper 147th Street West
Minneapolis MN 55124

Dear Mr. Baumgartner:

The NC State Board of Education has approved our contract/contract amendment with you. I have enclosed your original copy of the executed contract/contract amendment **NC10245769**. We are pleased to be associated with you in this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Joni Robbins".

Joni Robbins, Section Chief
Purchasing and Contracts

/jb

cc: Accounts Payable
✓Tammy Howard

Enclosures

DIVISION OF FINANCIAL AND BUSINESS SERVICES PURCHASING AND CONTRACTS

6308 Mail Service Center, Raleigh, North Carolina 27699-6308 | (919) 807-3664 | Fax (919) 807-3660

Street Address: 301 N. Wilmington St., Raleigh, NC 27601

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

This agreement, made and entered into this 5th day of October, 2015, between the North Carolina State Board of Education, Raleigh, North Carolina, hereinafter referred to as "NCSBE", and Questar Assessment, Inc., located at 5550 Upper 147th Street West, Minneapolis, MN 55124, Attention: Brad Baumgartner, hereinafter referred to as the "Contractor".

WITNESSETH

For and in consideration of the mutual promises to each other, hereinafter set forth, the parties mutually agree as follows:

- A. The Contractor hereby agrees to provide professional services as follows: Services as provided in your response to RFP40-EnglishII Scoring and incorporated herein verbatim.
- B. The NCSBE hereby agrees:
 - 1. To pay the Contractor the sum of \$1,563,951.47, said sum to be full and complete payment for services to be rendered under this contract. **NOTE:** NCSBE is required to withhold 4% taxes from personal services income paid to nonresident contractors per G.S. 105-163.3 and from contractors identified by individual taxpayer identification numbers per G.S. 105-163.3A.
 - 2. To make progress payments as follows: Upon submission of approved invoices
 - 3. To designate Tammy Howard, 919-807-3787, as the NCSBE "Project Coordinator" for this contract.
- C. The dates and terms of this contract between NCSBE and the Contractor will be for the period of October 5, 2015, through September 24, 2018.
- D. If any of the services rendered under this contract are to be paid with federal funds, the contractor hereby certifies that the organization and its principals are not suspended or debarred from doing business with the federal government.
- E. The Contractor and NCSBE hereby agree to all the Terms and Conditions stated on the reverse side of this contract and, if additional pages are attached as an addendum to this document, all terms and conditions listed herein.

IN WITNESS THEREOF, NCSBE and Contractor have executed this agreement on the day and year herein above first written.

ATTEST:

APPROVED BY:



Philip Price, Chief Financial Officer

10/2/15

Date

FOR THE NORTH CAROLINA STATE BOARD OF EDUCATION:



June St. Clair Atkinson

June St. Clair Atkinson, State Superintendent

10/2/15

Date

CONTRACTOR:



Contractor's Signature

9/29/15

Date

Budget Code: 0801-S32199-180010511000

Budget Source: State

Strategic Priority: GCS